

**REMARKS**

In an Office Action dated November 26, 2003, the Examiner required corrected drawings because of informal drawing changes made previously. Attached to this Amendment are formal drawings for Figures 1-8B, labeled as Replacement Sheets. The changes from the originally-filed drawings are described above in the amendments section.

In the Office Action, the Examiner also rejected claims 1-36 under 35 U.S.C. § 103(a) as obvious over U.S. Patent No. 5,871,398 to *Schneier et al.* ("*Schneier*") in view of U.S. Patent No. 5,674,128 to *Holch et al.* ("*Holch*") and further in view of U.S. Patent No. 5,069,453 to *Koza et al.* ("*Koza*"). These rejections were maintained from the previous Office Action.

In the Amendment filed on September 29, 2003, Applicants argued that claims 1-36 are not rendered obvious by *Schneier*, *Holch*, and *Koza* at least because none of the references teaches or suggests determining the results of a wager before game play has begun and adjusting an account of a patron based on the results before game play has begun, as recited in all of the independent claims. As Applicants stated, an embodiment of the present invention enables a patron to purchase a wager and have the results determined and stored promptly. Later, the patron may reveal the results of the wager by, for example, playing a game such as video poker. (Specification, p. 13, ll. 11-14.) By adjusting the patron's account balance before game play, this embodiment enables a patron to view the updated account balance before game play. (Specification, p. 35, ll. 3-8.)

In response, the Examiner alleged that these arguments were not commensurate with the scope of the claims. Instead, the Examiner stated that the claims:

...only require account adjustment before game play has begun. This broad recitation is met by nearly every wagering and non-wagering pay-for-play game known in the art. The steps used to determine eligibility for game play dictates that a patron/game player's account will be debited, thus adjusted, before game play.

November 26, 2003 Office Action, pp. 5-6.

However, the Examiner's statements ignore the explicit language of the claims. For example, claim 1 recites "adjusting, at the server, an account of the patron *based on the results of the at least one wager* before game play has begun" (emphasis added). Clearly, this claim element cannot be met by the Examiner's allegation of a game that debits a player's account in order to determine eligibility for game play. The "adjusting" to which the Examiner refers is not based on the results of a wager but is based on something else, such as a player's initial wager or play request. Independent claims 30, 31, 35, and 36 also recite adjusting a player's account *based on the result of the at least one wager* before game play. Independent claims 8, 23, 26, 27, 33, and 34 also recite adjusting a player's account *based on the results of a plurality of wagers* before game play.

Claim 22 recites both "debiting, at the server, an account balance of a patron account...based on the received purchase request" and "adjusting, at the server, the account balance of the patron account based on the result of the at least one wager before game play has begun." The debiting step of claim 22 may be the type of general account adjustment that the Examiner referred to in the Office Action, but the separate adjusting step is not addressed by the Examiner. Claims 28 and 29 also recite debiting a player's account based on a purchase request and adjusting the player's account based on the results of the plurality of wagers before game play.

Finally, claim 10 requires determining the result of the at least one wager before game play has begun, adjusting a player's account based on the results of the at least one wager before game play, and sending the result of the at least one wager before game play has begun in response to a request to reveal the results without game play. This claim element is not mentioned in the Office Action. Instead, the Examiner stated that "Applicant's arguments are not commensurate in scope with currently claimed limitations. Applicant's arguments imply that upon wager purchase, results are determined and a patron's account is updated without ever having to play a game." November 26, 2003 Office Action, page 5. Contrary to the Examiner's statements, claim 10 clearly recites just such an embodiment in complete accord with Applicants' arguments. Claim 23 also recites determining the result of the plurality of wagers before game play has begun, adjusting a player's account based on the results of the plurality of wagers before game play, and sending the result of the plurality of wagers before game play has begun in response to a request to reveal the results without game play.

Therefore, contrary to the Examiner's statements, all of the independent claims expressly recite much more than account adjustment before game play has begun. Furthermore, the claims are allowable over the cited references at least because the Examiner has not shown any teaching or suggestion of adjusting an account of a patron *based on wager results* before game play has begun.

Instead, *Schneier* teaches updating a player's account "as each outcome is revealed" to the player. (*Schneier*, col. 18, ll. 31-33.) The reference discloses an updated cash balance from a player's account "which represents the payoff on the outcomes/game authorizations accumulated as the game(s) were played." (*Schneier*, col. 18, ll. 60-63.) Thus, *Schneier* does not teach or suggest adjusting an account of a patron before game play has begun. Furthermore, in the

system of *Holch*, after a player terminal executes a game, it sends information for crediting or debiting the player's account based on the outcome of the game to an account server. (*Holch*, col. 7, ll. 30-44.) Finally, *Koza* discloses a lottery system in which tickets are printed with a code corresponding to a winning value. After they are printed, the tickets are distributed to players. (*Koza*, col. 5, ll. 29-44.) The tickets of *Koza* are not related to players before they are distributed, so the system of *Koza* cannot teach or suggest adjusting a player's account *before game play*.

For at least these reasons, *Schneier*, *Holch*, and *Koza*, taken together or separately, fail to teach or suggest every element of independent claims 1, 8, 10, 22, 23, 26, 27, 28, 29, 30, 31, 33, 34, 35, and 36, and the claims that depend therefrom. Therefore, Applicants request the reconsideration and withdrawal of the section 103(a) rejections of claims 1, 8, 10, 22, 23, 26, 27, 28, 29, 30, 31, 33, 34, 35, and 36, and the claims that depend therefrom.

Furthermore, the Examiner has shown no teaching of Applicants' claimed combination including "debiting, at the server, an account balance of a patron account...based on the received purchase request" and "adjusting, at the server, the account balance of the patron account based on the result of the at least one wager before game play has begun," as recited in claim 22. As discussed above, the debiting step may be the type of general account adjustment that the Examiner referred to in the Office Action, but the separate adjusting step based on the wager result is not addressed by the Examiner, nor is it taught or suggested by the cited references. Claims 28 and 29 also recite debiting a player's account based on a purchase request and adjusting the player's account based on the results of the wager before game play. Because, the Examiner has not shown that *Schneier*, *Holch*, and *Koza*, taken together or separately, teach or

suggest every element of claims 22, 28, and 29, Applicants request the reconsideration and withdrawal of the section 103(a) rejections of claims 22, 28, and 29.

Additionally, claim 10 requires sending the result of the at least one wager before game play has begun in response to a request to reveal the results without game play. The Examiner did not allege that any of the references teaches or suggests this claim element. Claim 23 also recites sending the results of the plurality of wagers before game play has begun in response to a request to reveal the results without game play. Because, the Examiner has not shown that *Schneier, Holch, and Koza*, taken together or separately, teach or suggest every element of claims 10 and 23, and the claims that depend therefrom, Applicants request the reconsideration and withdrawal of the section 103(a) rejections of claims 10 and 23 and their dependent claims.

In making reference to the specification herein, Applicants in no way intend to limit the scope of the claims to the exemplary embodiments shown in the drawings and described in the specification. Rather, Applicants expressly affirm that they are entitled to have the claims interpreted broadly, to the maximum extent permitted by statute, regulation, and applicable case law.

In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims. Please grant any extensions of time required to enter this response and charge any additional required fees to our Deposit Account No. 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.

Dated: April 26, 2004

By: 

Richard V. Burgujian  
Reg. No. 31,744

**Attachments:** Replacement drawing sheets Figures 1-8B